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GARTE, OLSON

Washington Mutual Bank C/O DATA PLEX 19031 33RD AVE WEST - MS116DPWA LYNNWOOD, WA 98036

Washington Mutual

DEED OF TRUST

Loan No. 01-0146-001873370-9 CLARK COUNTY TITLE 60107

CCT-40107BE THIS DEED OF TRUST ("Security Instrument") is made on December 29, 1998 Grantor is WARREN D HABLUETZEL and SHARON L HABLUETZEL, HUSBAND AND WIFE ("Borrower"). The trustee is CLARK COUNTY TITLE, a Washington corporation ("Trustee"). beneficiary Washington Mutual Bank which is organized and existing under the laws of Washington , and whose address is 1201 Third Avenue Seattle, WA 98101 ("Lender"). Borrower owes Lender the principal sum of One Hundred Thirty-Bight Thousand Seven Hundred Fifty & 00/100 Dollars (U.S. \$ 138,750.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on Polyment 1 2000 This Security Instrument 1 2000 (1) the February 1, 2029 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in County, Washington. LOT 5, OF BLOCK 1 OF WOODARD MARINA ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD AT PAGES 114 AND 115 OF BOOK A OF PLATS, RECORDS OF SKAMANIA COUNTY, WASHINGTON. TOGETHER WITH SHORELANDS OF THE SECOND CLASS CONVEYED BY THE STATE OF WASHINGTON FRONTING AND ABUTTING UPON THE SAID LOT 5. TAX ACCT NO. 02-06-35-2-3-0500 which has the address of 772 SKAMANIA LANDING DRIVE SKAMANIA Washington 98648 ("Property Address"); [Zip Code] WASHINGTON - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3048 9/90 (page 1 of 6 pages)
TO BE RECORDED 1529A (11-96)

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replecaments and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS, that Borrower is fawfully seised of the estate hereby conveyed and has the right to great and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with ons by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Texes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall perform the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (e) yearly taxes and assessments which may attain priority over this Security Instrument as a liep on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, if accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, colect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Sattlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the besis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

current date and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal eyency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding end applying the Funds, annually enelgying the secrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable Isw permits Lender to make such a charge. However, Lender may require Borrower to pay a one-sime charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable Isw provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable Iaw, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable Iaw. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall pay to Lender the amount necessary to make up the deficiency.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower shall pay to Lender in a paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sele of the Property, shall apply any Funds held by L

to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hezards included within the term "extended coverage" and any other hezards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be maintain coverage described above, Washington

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Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

Lander may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph?

All insurance poscies and renewals shall be acceptable to Lender and shall include a standard mortigage clause. Lender shall have the right to hold the poscies and renewals. If Lender requires, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make prote of loss if not made promptly by Borrower.

Unless Lander and Borrower otherwise agree in writing, insurance proceeds shall be applied to the restoration or repair is economically feasible and Lender's security is not lessand. If the restoration or repair is conomically feasible and Lender's security is not lessand. If the restoration or repair is conomically feasible and Lender's security would be lessaned, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Sorrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance proceeds to repair or restors the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds. Lender may use the proceeds to repair or restors the Property or the remember of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property is of to the acquisition shall pass to Lender to the examination of the payments. If under paragraph 21 the Property is of to the acquisition.

Lessaholds. Borrower shall occupy, establish, and use the Property Borrower's principal residence within sixty days and the security interest. Preservation, Maintenance and Protection of the Property Borrower's principal residence. If the destruin the security interest. Borrower make accomination of the Security Inte

from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mertage Insurance, if Lender required mortgage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, from an atteinate mortgage insurance approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these option of Lender, if mortgage insurance coverage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage in the amount and for the period that Lender requires) provided by an insurance again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying seasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

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In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking unless Borrower and Lender otherwise egree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums secured in the property is abandoned by Borrower, or if, efter notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such

or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender, Not a Waiver. Extension of the time for payment or modification of smortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reson of any demendance by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Saveral Liability. Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (s) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the toen secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limits, and (b)

notice provided for in this Security Instrument shall be deemed to rave used given to continue at 2.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law; such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one confermed copy of the Note and of this Security

Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all surns secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of ecceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all surns secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that

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Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, tender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument, tender's rights in the Property and Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

18. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in eccordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazerdous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazerdous Substances on or in the Property. Borrower shall not do, nor allow enyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quentities of Hazerdous Substances shall not

materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: [a) the default; [b] the action required to cure the default; [c] a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and [d] that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public suction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other the defense of Borrower to acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and any other matters required to be included in the notice by applicable law. If the default is not cured on or before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expanses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, researched to the collect all expanses incurred in pursuing the remedies permitted by applicable law and after publication of the notice of sale, Trustee and Lender sha

took place:

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall currender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and Lender shall charge Borrower a release fee in an amount allowed by applicable law. Such person or persons shall pay any recordation costs.

23. Substitute Trustee. In accordance with applicable law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. Use of Property. The Property is not used principally for agricultural or farming purposes.

25. Riders to this Security instrument. If one or more riders are executed by Borrower and recorded

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01-0146-001873370-9 together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)] Adjustable Rate Rider Adjustable Rate Rider
Graduated Payment Rider Condominium Rider 1-4 Family Rider Planned Unit Development Rider **Biweekly Payment Rider** Balloon Rider Rate Improvement Rider Second Home Rider Other(s) (specify) BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. SHARON L HABLUETZEL STATE OF WASHINGTON County ss: On this 304 day of 1998, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared WARREN D HABLUETZEL and SHARON L HABLUETZEL to me known to harting individual(s) described in and who executed the foregoing instrument acknowledged to the their signed and sealed the said instrument as his/her/cheir free and volunting let an office of for the uses and purposes therein mentioned.

WITNESS in the said of the day and year in this certificate above written. 19-19-200 REQUEST FOR RECONVEYANCE

To the understand is the solder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other librebredness secured by this Deed of Trust, have been paid in full. You are hereby without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto. DATED: a corporation Ву Mail reconveyance to Washington 1529F (11-96) Page 6 of 6 TO BE RECORDED